



Request for Qualifications (RFQ)
No. 2004-015-9700

Request for Proposal
For
Nurse Delegation Core Training
For Nursing Assistants



RFQ's accepted as of April 15, 2004
Department of Social & Health Services
Purchased Service Contracts
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REQUEST FOR QUALIFICATION

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I. INTRODUCTION

The Department of Social and Health Services (DSHS), through, **RCW 74.29.080 (2) and (3)**, other legal mandates and agreements, and department policies, provides equal access to department programs and services, for all persons including those who are clients of the Aging and Disability Services Administration (ADSA).

A. Purpose

For the State of Washington, Department of Social and Health Services to establish convenience contracts with Registered Nurses (RN's) who will provide Nurse Delegation Core Training for Nursing Assistants for Nursing Assistants, testing and certification of Nursing Assistants working in Residential programs serving individuals with developmental disabilities.

It is anticipated that award of this "Fee for Services" contract will be to RN's who can provide these service provider staff the mandatory training they require. RN's that agree to the Statement of Work, Terms and Conditions and who meet the trainer qualifications hereinafter set forth will be awarded a contract. This contract will be refreshed as needed and will expire after June 30, 2005. Refreshing will allow additional RN's to be awarded a contract.

B. Scope

The Request for Qualification (RFQ) being issued by the Department of Social and Health Services (DSHS) provides interested RN's with the necessary information to submit their qualifications. The Nurse Delegation Core Training for Nursing Assistants for Nursing Assistants will provide the service provider staff in the DD Residential Programs the training required for nursing assistants offering Nurse Delegation services for individuals with developmental disabilities supported by these programs

C. Public Disclosure

Bid information, will not be available for public disclosure until after award of the contract.

D. Definitions

1. **ADSA:** Aging and Disability Services Administration (ADSA)
2. **Contractor:** The proposer who has been awarded an authorized contract with the State of Washington.
3. **D.D.D.:** Division of Developmental Disabilities
4. **DSHS:** Department of Social and Health Services
5. **PSC:** Purchased Services Contracts, DSHS.
6. **Proposer:** The entity that is submitting a proposal to the State of Washington, DSHS Purchased Service Contracts office for consideration for award.
7. **RFQ:** Request for Qualification
8. **RN:** Registered Nurse
9. **State:** The State of Washington.

II. Trainer Qualifications

Licensing Requirements: The contractor will have and maintain all necessary licenses, registrations, and certifications as required by RCW 18.79.260, 18.88A.210 and WAC 246.840. All contractor licenses, registrations and certifications including Registered Nurse license must remain in good standing without any substantial complaints or sanctions during the period of performance of this contract.

The contractor shall meet the following minimum qualifications:

- a. Two years of professional work experience;
- b. Demonstrated leadership and teaching experience
- c. Minimum of six months training experience
- d. The ability to work independently
- e. Successfully pass a DSHS background check per RCW
- f. Insurance requirements per IV. E of this contract

III. Statement of Work

The Contractor shall do the following as required by DSHS:

- A. The Contractor shall provide training, testing and certification to service provider staff and will provide the following services:
 1. Provide Nurse Delegation Core Training for Nursing Assistants to service provider staff utilizing a DSHS approved curriculum according to RCW 18.88A.210 and WAC 246-840.
 2. The contractor agrees to use the most current edition of Aging and Disability Services Administration (ADSA) curriculum and material for Nurse Delegation Core Training for Nursing Assistants for Nursing Assistants
 3. The Contractor shall arrange for training facilities, offering the training and testing in an environment conducive to taking a test (e.g. temperature, light, noise level, privacy, etc.). The contractor is responsible for finding and paying for training sites. DSHS facilities may be used for the trainings when available.
 4. The Contractor agrees to award an DDD certificate of completion to students who successfully pass the competency test provided by DSHS.
 5. The contractor agrees to give students a (DSHS created) student evaluation form prior to the end of each testing session, collect them upon completion, and send the original Student Evaluation form to DDD central office within two (2) weeks of completing the course.
- B. In addition, the contractor shall:
 1. Maintain records of training completion for five year for each student. The contractor will provide a process for students to obtain a reissued Certificate of Completion.
 2. Allow ADSA access to contractor's records regarding Nurse Delegation Core Training for Nursing Assistants to verify compliance with this contract.
 3. Allow ADSA to observe training sessions with or without prior arrangement.

DSHS shall and reserves the right to do the following:

1. Provide Nurse Delegation Core Training for Nursing Assistants course curriculum for use in training of Service provider staff.
2. Create an evaluation form for students to evaluate such topics as, but not limited to the quality of the training, curriculum, the trainer abilities, and location of training
3. ADSA may request access to contractor records to verify compliance with this contract without prior notice.

IV. CONTRACT AWARD

Contracts will be awarded to the multiple Bidders who meet the Requirements. This RFQ, including all amendments and all information submitted by the successful bidders will constitute the contract between the successful Bidders and the State of Washington.

A. Estimated Usage

Estimated usage is based on the 50% staff turnover in DD Residential Programs. Compensation for satisfactory performance of the work under this Contract for the first year will be approximately **\$288,480** distributed throughout the State. Estimated usage data as stated herein shall not bind the state to the purchase of said quantities. Usage estimates are based strictly upon historical data and may not reflect future requirements.

B. Purchasers

The primary purchasers will be Department of Social & Health Services, DDD.

C. Period of Performance

Shall be from inception through June 30, 2005 with the option to extend for two (2) additional two (2) year additional terms. Extensions will be subject to mutual agreement. Contractor(s) shall respond within fifteen (15) calendar days following receipt of the DSHS Office of Purchase Service Contract's request for extension. Total contract term may not exceed six (6) years.

If either party terminates this contract, the contractor agrees to transfer to DDD copies of all lists of students who successfully completed the course, or copies of all certificates awarded and all materials supplied by DDD, such as videos and training manuals.

D. Pricing and Adjustments

During contract period pricing shall remain firm and fixed barring any legislatively mandated rate change for the initial term of the contract.

E. Insurance

The Contractor shall at all times comply with the following insurance requirements. Proof of insurance is due within 15 days of award.

1. Commercial General Liability Insurance (CGL)

The Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

2. Professional Liability Insurance (PL)

If the Contractor provides professional services, either directly or indirectly, the Contractor shall maintain Professional Liability Insurance, including coverage for losses caused by errors and

omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

3. Worker's Compensation

The Contractor shall comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed by the Contractor or its employees under such laws and regulations.

4. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

5. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

6. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "separation of insureds" provision.

7. Insurers

The Contractor shall obtain insurance from insurance companies authorized to do business within the State of Washington, with a "Best's Reports" rating of A-, Class VII or better. Any exception must be approved by the DSHS Central Contract Services, Insurance Services. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a rating lower than A-, Class VII.

8. Evidence of Coverage

The Contractor shall submit Certificates of Insurance to DSHS for each coverage required of the Contractor under the Contract. The Contractor shall submit the Certificates of Coverage to the DSHS Central Contract Services, Insurance Services, P O Box 45811, Olympia, Washington 98504-5811. Each Certificate of Insurance shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract.

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor has and maintains insurance as required by the Contract.

9. Material Changes

The insurer shall give DSHS Central Contract Services, Insurance Services, 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance notice of cancellation.

10. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State. The Contractor waives all rights against the State of Washington and DSHS for the recovery of damages to the extent they are covered by insurance.

V. COMPENSATION AND PAYMENT

A. Compensation. This is a Fee for Service Contract. The rate per student shall be \$32.32. Any additional services provided by Contractor must have prior written approval of DSHS

B. Time and Method of Payment

1. Payment for services performed shall be made to the contractor per the terms listed herein for the trainings provided to service provider staff in DSHS DDD residential programs.
2. DSHS will pay the first two attempts by each student at passing the test to gain certification. Payment for any subsequent attempt is the responsibility of the student.
3. Compensation for services rendered shall be payable upon receipt and approval of properly completed invoices, which shall be submitted to the DSHS (see VII section A.) by the 10th day of the following month. The following information shall be listed on and or attached to the A19 Invoice Voucher:

- Date of training
- Trainee name and
- Name and location of agency that trainer works for
- DSHS provided "Sign In" sheet

The Contractor may not bill more than once a month. Invoices must be submitted within 90 days of the services rendered. The rates shall be in accordance with the terms of this Contract.

Payment shall be considered timely if made by DSHS within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by Contractor. DSHS may, in its sole discretion, terminate the Contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

VI. CONTRACT PROPOSAL REQUIREMENTS

Responsive Bidders will provide and/or comply with the following information in order to participate in the procurement. If unable to provide this information or comply with these requirements, the proposal will be rejected as non-responsive.

- Provide proof of Registered Nurse License
- Provide the Contractor Intake Form completed with original signatures.
- Provide the Debarment Certification Form completed with original signatures.
- A completed (signed) W-9 form
- A completed (signed) DSHS Background Check Inquiry Form.
- A professional resume.
- Three letters of reference citing professional work experience
- A copy of business license
- A copy of insurance certificate

VII. CONTRACT PROPOSAL INFORMATION

A. ISSUING OFFICE

DSHS, and the Aging and Disability Service Administration developed this RFQ. All bids must be submitted in accordance with the policies, procedures, requirements, and dates set forth below. The proposal must contain original signatures. RFQ's will be accepted as of April 15, 2004. Signed contracts shall be effective as of June 01, 2004.

Once this contract is established, the contract will be refreshed periodically. Refreshing will allow new contracts to be awarded.

Submit proposals to:

Department of Social & Health Services
Purchased Service Contracts
RFQ – DVR Nurse Delegation Contract
4500 10th Ave Se
PO Box 45810
Olympia, WA 98504-5810

B. COMMUNICATION

The RFQ Coordinators for both contract and program information are listed below. All communication from the Bidder shall be with:

For contract information contact:

Danny Pratt, Contracts & Purchasing Consultant
Department of Social & Health Services
Office of Purchased Service Contracts
4500 10th Ave SE
P.O. Box 45810
Olympia, WA 98504-5810

Telephone: (360) 664-6022
Fax: (360) 664-6183
E-mail: prattde@dshs.wa.gov

For program information contact:

Saif Hakim, Program Manager
Department of Social & Health Services
ADSA/Division of Developmental Disabilities
14th & Jefferson St. OB-2
P.O. Box 45310
Olympia WA 98504-5310

Telephone: (360) 902-0263
Fax: (360) 902-8482
E-mail: HakimSS@dshs.wa.gov

All questions should be submitted in writing and will be responded to in writing. If you have a question regarding your eligibility to bid, the procedural requirements for this RFQ, or on any instructions in the RFQ or in an exhibit you may contact the RFQ Coordinator in writing by sending a letter, e-mail or fax.

IX. EXHIBITS

Exhibit A

GENERAL TERMS AND CONDITIONS (T's & C's)

REVISED 06/28/03

The terms and conditions in this section apply to all purchase service contracts except as noted.

1. Entire Agreement. This document, including all addenda and subsequently issued change notices, comprises the entire agreement between the State Of Washington, Department of Social and Health Services, heretofore referred to as the "State" or "DSHS". The state reserves the right to reject bids that propose alternate or additional terms and conditions.

2. Conflict. In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the state maximum benefits.

3. Antitrust. The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the Contractor hereby assigns to the state any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to the state under an escalation clause.

4. Assignment. This Agreement and each of the terms, provisions, conditions and covenants hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The above notwithstanding, none of the rights or duties hereunder may be assigned by either party without the written consent of the other party.

5. Compliance with Applicable Law. At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

6. Confidentiality. The Contractor may use Personal Information and other information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Contract, and shall return or certify the destruction of such information if requested in writing by DSHS.

7. Contractor Certification Regarding Ethics. The Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and shall comply with Chapter 42.52 RCW throughout the term of this Contract.

8. Contractor Not an Employee of DSHS. For purposes of this Contract, the Contractor acknowledges that the Contractor is an independent contractor and not an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not hold the Contractor or any of the Contractor's employees out as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not claim for the Contractor or the Contractor's employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The Contractor shall indemnify and hold DSHS harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees, unless otherwise specified in this Contract.

9. Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by DSHS, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

10. Execution, Amendment, and Waiver. This Contract shall be binding on DSHS only upon signature by DSHS. This Contract, or any provision, may be altered, amended, or waived by a written amendment executed by

both parties, except that only the Contracting Officer or the Contracting Officer's designee has authority to waive any provision of this Contract on behalf of DSHS.

11. Governing Law and Venue. The laws of the State of Washington shall govern this Contract. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County, Washington.

12. Hold Harmless and Indemnification. The Contractor shall be responsible for and shall indemnify and hold DSHS harmless from all claims and/or damages to persons and/or property resulting from his/hers/its negligent or intentional acts or omissions.

13. Inspection; Maintenance of Records. During the term of this Contract and for one (1) year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor, Contractor's place of business, client records, and Contractor records to DSHS and to any other employee or agent of the State of Washington or the United States of America in order to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and this Contract. During the term of this Contract and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:

- Document performance of all acts required by law, regulation, or this Contract;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
- Demonstrate accounting procedures, practices, and records, which sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Contract.

14. Nondiscrimination. The Contractor shall comply with all applicable federal, state, and local nondiscrimination laws and regulations.

15. Notice of Overpayment. If the Contractor receives a Vendor Overpayment Notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding pursuant to RCW 43.20B.

16. Obligation to Ensure Health and Safety of DSHS Clients. The Contractor shall ensure the health and safety of any DSHS client for whom services are provided by the Contractor.

17. Order of Precedence. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- Applicable federal, state, and local law and regulations;
- The terms and conditions of this Contract; and
- Any Exhibit, document, or material incorporated by reference.

18. Ownership of Material. Materials created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the Contractor uses to perform this Contract, but which is not created for or paid for by DSHS, is owned by the Contractor; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS.

19. Severability; Conformity. The provisions of this Contract are severable. If any provision of this Contract is held invalid by any court, that invalidity shall not affect the other provisions of this Contract and the invalid provision shall be considered modified to conform to existing law.

20. Single Audit Act Compliance. If the Contractor is a sub-recipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award names and numbers, award years, if awards are for research and development, as well as names of the federal agencies. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts

between the Contractor and its Subcontractors who are sub-recipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor is a sub-recipient and expends \$300,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Contractor shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall submit to the DSHS Contact named in this Contract the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

21. Subcontracting. Except as otherwise provided in this Contract, the Contractor may not subcontract any of the contracted services without the prior, written approval of DSHS. The Contractor shall be responsible for the acts and omissions of any Subcontractor.

22. Survivability. The terms and conditions contained in this Contract that by their sense and context are intended to survive the expiration or termination of this Contract shall so survive. Surviving terms include but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination and Expiration Procedure, Treatment of Assets Purchased by Contractor, and Treatment of DSHS Assets.

23. Termination Due to Change in Funding. If the funds DSHS relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

24. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to DSHS at the address listed on page 1 of this Contract.

25. Termination for Default. The Contracting Officer may terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:
Failed to meet or maintain any requirement for contracting with DSHS;
Failed to ensure the health or safety of any client for whom services are being provided under this Contract;
Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

26. Termination and Expiration Procedure. The following provisions apply if this Contract is terminated or expires:

The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration. If the Contract is terminated, the Contractor shall comply with all instructions contained in the notice of termination.

The Contractor shall immediately deliver to the DSHS Contact named in this Contract, or to his or her successor, all DSHS assets (property) in the Contractor's possession, including any material created under this Contract. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of DSHS that is in the possession of the Contractor.

DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.

The rights and remedies provided to DSHS in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential damages and incidental damages. The Contractor may request dispute resolution as provided in this Contract.

27. Treatment of Assets Purchased by Contractor. Title to all assets (property) purchased or furnished by the Contractor is vested in the Contractor and DSHS waives all claim of ownership to such property.

28. Treatment of Client Assets. Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's personal property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of this Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

29. Treatment of DSHS Assets. Title to all assets (property) purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. The Contractor shall protect, maintain, and insure all DSHS property in the Contractor's possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

30. Waiver of Default. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default and shall not be construed to be a modification of the terms and conditions of this Contract.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

HIPAA

A. Definitions

1. **“Covered Entity”** means dshs, a Covered Entity as defined in 45 CFR 160.103.
2. **“Business Associate”** means, you the contractor, and as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of Protected Health Information (PHI). any reference to Business Associate under this amendment includes the contractor and its employees, agents, officers, subcontractors, third party contractors, volunteers, or directors.
3. **“Designated Record Set”** means a group of records maintained by or for the Covered Entity that is the medical and billing records about individuals or the enrollment, payment, claims adjudication, and case or medical management records, used in whole or part by or for the Covered Entity to make decisions about individuals.
4. **“HIPAA”** means the Health Information Portability And Accountability Act of 1996, as codified at 42 USCA 1320d-d8.
5. **“Individual”** means the person who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
6. **“PHI”** means protected health information and is information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual. 45 CFR 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Right And Privacy Act, as amended, 20 USCA 1232g(a)(4)(b)(iv).

B. Compliance

Business Associate shall perform all contract duties, activities and tasks in compliance with HIPAA and regulations enacted pursuant to its provisions, successor law and/or regulation. Pursuant to 45 CFR 164.502(e), Business Associate shall implement policies and procedures to safeguard and maintain PHI in accordance with the requirements of state and federal law. In the event of a conflict in interpretation of contract terms relevant to HIPAA, the language and intent of this amendment shall control.

C. Use and disclosures of PHI.

Business Associate is limited to the following permitted and required uses or disclosures of the PHI:

Business Associate shall only use or disclose PHI as required to perform the services specified in this contract or as required by law, and shall not use or disclose such PHI in any manner inconsistent with the use and disclosure restrictions placed on the Covered Entity by HIPAA, or the resulting policies and procedures of the Covered Entity. Business Associate shall protect PHI from, and shall establish appropriate safeguards to prevent, the unauthorized disclosure of PHI in accordance with the terms and conditions of this amendment and state and federal law, including any regulations governing the security of PHI and the transmission, storage or maintenance of electronic data that contains PHI for as long as the PHI is within its possession and control, even after the termination or expiration of this contract.

D. Report Of Unauthorized Use Or Disclosures Of Protected Health Information

Business Associate shall report in writing all unauthorized uses or disclosures of PHI to the Covered Entity within five (5) working days of becoming aware of the unauthorized use or disclosure of the PHI.

E. Third Party Agreements.

If subcontracting is permitted under the terms of this contract, then Business Associate shall enter into a written agreement with any agent, subcontractor, independent contractor, volunteer, or any other third party with access to PHI, that contains the same terms, restrictions, and conditions as this amendment.

F. Consent To Audit

Business Associate shall give reasonable access to PHI, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of Covered Entity, to the Secretary Of The U. S. Department Of Health And Human Services or designee and/or to Covered Entity for use in determining Covered Entity's compliance with HIPAA privacy requirements.

G. Return Of Information

Business Associate shall, within ten (10) working days of termination or expiration of this contract, in accordance with contract termination and expiration procedures, and at the discretion of Covered Entity, either return or destroy all PHI, including PHI in possession of third parties under contract to Business Associate.

H. Accounting Of Disclosures

Business Associate shall document all disclosures of PHI and information related to such disclosures. Within ten (10) working days of a request from Covered Entity, Business Associate shall provide Covered Entity with an accounting of those disclosures of PHI, as required by 45 CFR 164.504 and 164.528.

I. PHI Amendment

Business Associate shall, within ten (10) working days of a request from Covered Entity, provide Covered Entity with information regarding amendment of PHI contained in a designated record set. Business Associate will, as directed by Covered Entity, thereafter incorporate any amendments to the PHI in the designated record set. 45 CFR 164.526.

J. PHI Access

Business Associate shall provide Covered Entity with reasonable access, to PHI in a designated record set, or as directed by Covered Entity, Business Associate shall provide an individual with reasonable access to such PHI. 45 CFR 164.524.

K. Individual's Access To Information

If any individual asks Business Associate for an accounting of disclosures of PHI, or for access to or amendment of PHI in a designated record set, Business Associate shall within two (2) working days forward the request to the Covered Entity for response.



1.1 CONTRACTOR INTAKE FORM

This form is *NOT* a contract but must be completed by the Contractor in order to receive a contract from DSHS.

1. CONTRACTOR INFORMATION.

CONTRACTOR NAME	CONTRACTOR DBA (If any)
CONTRACTOR CONTACT PERSON	CONTACT PERSON PHONE
CONTRACTOR ADDRESS _____ _____	CONTRACTOR PHONE _____ CONTRACTOR FAX _____ CONTRACTOR E-MAIL ADDRESS
FACILITY ADDRESS (If Applicable) _____ _____	BILLING ADDRESS (If Applicable) _____ _____
What is your business Employer Identification Number (EIN)? If you do not have an EIN, what is your Social Security Number? (<i>mandatory, for tax purposes</i>)	Is your fiscal year the same as the calendar year (January through December)? <input type="checkbox"/> Yes <input type="checkbox"/> No If not, what is your fiscal year? Start: _____ End: _____
What is your Washington State Uniform Business Identifier (UBI) Number? (<i>Please attach a copy of your Washington State business license.</i>)	If you do not have a UBI Number, state why you are exempt from registering your business with the State of Washington.

Have you had any contract to provide services terminated for default? If so, please attach a list of each terminated contract with an explanation of the situation involved.

2. How is your business organized? (see instruction page for explanation of terms).

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Corporation, for profit | <input type="checkbox"/> Corporation, non-profit (attach copy of 501(c) status) | <input type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Limited Liability Company |

3. Do any of the following descriptions apply to your business? If so, please check those that apply.

- | | |
|---|---|
| <input type="checkbox"/> Certified, for profit Minority-Owned Business Enterprise (MBE)
<i>Certification Number:</i> _____ | <input type="checkbox"/> Certified, for profit Woman-Owned Business Enterprise (WBE) <i>Certification Number:</i> _____ |
| <input type="checkbox"/> Non-certified, for profit Minority-Owned Business Enterprise (MBE) | <input type="checkbox"/> Non-certified, for profit Woman-Owned Business Enterprise (WBE) |
| <input type="checkbox"/> Community-Based Organization (CBO) (25% of the Board of Directors of the CBO are minorities representing the population whom the CBO serves) | <input type="checkbox"/> Owned by person(s) with disabilities |
| | <input type="checkbox"/> None of the above apply |

CONTRACTOR INTAKE FORM (Continued)

4. If your business is NOT a sole proprietorship, please attach a list of your business' partners, directors, officers, managers, and members. Include their names and positions.

2 Are any of those persons also officers or employees of the State of Washington? ☐ YES ☐ NO

If **YES**, those persons who are also officers or employees of the State of Washington must complete the attached Ethics Certification form. Their completed Ethics Certification forms must be submitted with this Contractor Intake Form.

5. If you are a sole proprietor, are you an officer or employee of the State of Washington?

☐ YES ☐ NO

If YES, and if your contract was not awarded as part of an open and competitive bid process OR if the process was open and competitive and the only bid received was from you, then you must obtain approval from the Executive Ethics Board prior to signing your contract with DSHS. RCW 42.52.120(2)(b) and (c). Contact the Executive Ethics Board at (360) 664-0871 or by e-mail at ethics@atg.wa.gov. Check whichever of the following boxes applies:

☐ I am a state officer or employee. My contract was obtained, as part of an open and competitive bid process and my bid was not the only bid received.

☐ I am a state officer or employee. **My contract was not obtained through an open and competitive bid process OR my bid was the only one received.** A copy of my Executive Ethics Board approval is attached.

Note regarding honoraria: Current state officers and employees contracting with DSHS for a speech, appearance, article, or similar item or activity in connection with their official role may be exempt from obtaining Executive Ethics Board approval if the payment is not prohibited under RCW 42.52.130(2). Contact your DSHS program representative for clarification.

3 6. If any of your employees are also officers or employees of the State of Washington, will those employees perform work that your business is required to perform under your contracts with DSHS?

4 ☐ YES ☐ NO If YES, attach a list of those employees who are also officers or employees of the State of Washington and will be performing work that your business is required to perform under your contracts with DSHS. In addition, those employees must complete the attached Ethics Certification form. Their completed Ethics Certification forms must be submitted with this Contractor Intake Form.

7. Completion of the following information is optional.

Please indicate your race or culture. Check only one group. If you are of more than one race, please check "Other Race."

☐ Indian (American) ☐ Eskimo ☐ Aleut
☐ Asian Indian ☐ Cambodian ☐ Chinese ☐ Filipino ☐ Guamanian ☐ Hawaiian
☐ Japanese ☐ Korean ☐ Laotian ☐ Samoan ☐ Vietnamese ☐ Other Asian/Pacific Islander
☐ Black/African-American ☐ White/Caucasian ☐ Other Race

Are you Spanish, Hispanic, or Latino(a)? If yes, please check one box below.

☐ Mexican, Mexican-American, or Chicano ☐ Puerto Rican ☐ Cuban
☐ Other Spanish/Hispanic/Latino(a)

8. I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify DSHS of any changes in any statement.

Printed Name

Date

Contractor's Signature

Date

DEBARMENT CERTIFICATION

NAME	Doing business as (DBA)	
ADDRESS	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	FEDERAL EMPLOYER IDENTIFICATION NUMBER
This certification is submitted as part of a request to contract. The applicable Procurement or Solicitation Number, if any, is _____.		

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

5 READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bidder or Contractor Signature

Date

Print Name and Title